

AGREEMENT

This Agreement is entered into as of this 29 day of March, 2001 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware (hereinafter referred to as "MBNA America"), and SIGMA THETA TAU INTERNATIONAL HONOR SOCIETY OF NURSING, INC., an Indiana corporation having its principal place of business at 550 West North Street, Indianapolis, Indiana (hereinafter referred to as "STTI") for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs and travel and entertainment charge card programs.
- (e) "Group Incentive Program" or "GIP" means any marketing or other program whereby STTI conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (f) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which STTI complies with the GIP provisions of this Agreement.
- (g) "Mailing List" means an updated and current list and/or magnetic tape (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers and e-mail addresses of Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.
- (h) "Member" means a member of STTI and/or other potential participants mutually agreed to by STTI and MBNA America.
- (i) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.
- (j) "Royalties" means the compensation set forth in Schedule B.

(k) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by STTI or any STTI Affiliate during the term of this Agreement.

(l) "STTI Affiliate" means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with STTI.

(j) "Territory" means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, and any territory or possession of the United States of America.

2. RIGHTS AND RESPONSIBILITIES OF STTI

(a) STTI agrees that during the term of this Agreement it will endorse the Program exclusively in the territory and that neither STTI nor any STTI Affiliate shall, by itself or in conjunction with others directly or indirectly (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, STTI may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by STTI of said financial institution or the advertised Financial Service Product.

(b) STTI agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.

(c) STTI authorizes MBNA America to solicit its Members by mail, direct promotion, Internet, advertisements and/or telephone for participation in the Program.

(d) STTI shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain a Trademark; such approval shall not be unreasonably withheld or delayed. In the event that MBNA America incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards at STTI's request), MBNA America may deduct such costs from Royalties due STTI. Any such cost to be incurred by MBNA America shall be submitted to STTI prior to said reissuance for STTI's approval. In the event such costs exceed Royalties then due STTI, STTI shall promptly reimburse MBNA America for all such costs.

(e) Upon the request of MBNA America, STTI shall provide MBNA America with the Mailing List free of any charge; provided, however, that STTI shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that STTI not provide his/her personal information to third parties. In the event that MBNA America

incurs a cost because of a charge assessed by STTI or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due STTI. STTI shall provide the first Mailing List, containing at least two hundred thousand (200,000) non-duplicate names (of persons at least eighteen (18) years of age) with corresponding valid postal addresses and, when available, telephone numbers and e-mail addresses, as soon as possible but no later than forty-five (45) days after STTI's execution of this Agreement.

(f) STTI shall, and shall cause any STTI Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to STTI. Notwithstanding the above, STTI may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to STTI. Any correspondence received by STTI that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within twenty-four (24) hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) STTI hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. STTI shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after STTI's execution of this Agreement. Nothing stated in this Agreement prohibits STTI from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) Subject to STTI's approval, STTI shall permit MBNA America to promote the Program on its home page and at other prominent locations within the Internet site of STTI. MBNA America may establish a "hot-link" from the Internet site of STTI to another Internet site to enable a person to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such a "hot-link" shall entitle STTI to the GIP compensation set forth in Schedule B, subject to the other terms and conditions of this Agreement. STTI shall modify or remove such promotions within forty-eight (48) hours of MBNA America's request.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

(a) MBNA America shall design, develop and administer the Program for the Members.

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all

advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of STTI.

- (c) MBNA America shall bear all costs of producing and mailing materials for the Program.
- (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of STTI.
- (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of STTI. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by STTI.

4. REPRESENTATION AND WARRANTIES

(a) STTI and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

- i. It is duly organized, validly existing and in good standing.
- ii. It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- iii. This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
- iv. No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.
- v. The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) STTI represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement, and to provide the Mailing List(s) to

MBNA America for the promotion of the Program. STTI will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith (including attorney's fees), arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by MBNA America for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to STTI. Royalties will not be paid without a completed Schedule C (W-9 Form and EFT Form). Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

(b) On or before the forty-fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide STTI with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the retail purchase dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

6. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and STTI shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on June 30, 2006. This Agreement will automatically extend at the end of the initial term or any renewal term for successive one-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. MBNA America shall cause the Program to remain in substantial compliance with all applicable federal and Delaware law statutes, rules and regulations.

10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or STTI, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either MBNA America or STTI becomes insolvent in that its liabilities exceed its assets, or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10 (d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by STTI or any STTI Affiliate to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, STTI shall not attempt to cause the removal of STTI's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

(e) In the event that any material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either VISA or

MasterCard makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then MBNA America shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation and evidence of the burden imposed as a result of such change.

(f) For a one (1) year period following the termination of this Agreement for any reason, STTI agrees that neither STTI nor any STTI Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, STTI may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by the STTI provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of MBNA America, or offered any terms or incentives different from that offered to all Members.

11. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) The obligations in Sections 4(b), 7, 10(c), 10(d) and 10(f) shall survive any termination of this Agreement.

(c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

- (1) If to STTI:

SIGMA THETA TAU INTERNATIONAL HONOR
SOCIETY OF NURSING, INC.
550 West North Street
Indianapolis, Indiana 46202

ATTENTION: Mr. Tom Popcheff, Business Facility Coordinator

Fax #: 317-686-7306

- (2) If to MBNA America:

MBNA AMERICA BANK, N. A.
Rodney Square
Wilmington, Delaware 19884

ATTENTION: Mr. James J. Kallstrom, SEVP, Business Development

Fax #: 302-432-0261

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) MBNA America and STTI are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than STTI and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes or other labor disputes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. GROUP INCENTIVE PROGRAM

- (a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by STTI pursuant to any GIP. In that regard, STTI shall give MBNA America sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle STTI to the Royalty specified in Schedule B, subject to the other terms and conditions of this Agreement.
- (b) All marketing materials generated as a result of such GIP programs shall be coded by STTI for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in Schedule B.
- (c) In addition to all other rights it may have under this Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by STTI pursuant to any GIP. MBNA America shall have approval and control of the scope, timing, content and continuation of any GIP.
- (d) All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of STTI pursuant to any GIP shall be deducted from any or all Royalty payments due STTI under this Agreement.
- (e) STTI shall comply with MBNA America's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

SIGMA THETA TAU INTERNATIONAL HONOR SOCIETY OF NURSING, INC.

By: Nancy Dickenson Hazard
Name: NANCY DICKENSON-HAZARD
Title: CHIEF EXECUTIVE OFFICER
Date: 3/29/01

MBNA AMERICA BANK, N.A.

By: James K. Katsirou
Name: JAMES K KATSIROU
Title: SR EXRC. V.P.
Date: 4/18/01

SCHEDULE A

TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

A. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. The current annual percentage rate for a Credit Card Account will be a fixed rate of 13.99%.
3. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.
4. The current introductory annual percentage rate on certain cash balances will be a fixed rate of 3.9% for a limited time.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay SIGMA THETA TAU INTERNATIONAL HONOR SOCIETY OF NURSING, INC. a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of accounts for STTI employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g. the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

B. GIP ACCOUNTS

1. \$40.00 (forty dollars) for GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. ROYALTY ADVANCE

Upon completion of the first Full Marketing Campaign (as defined herein) by MBNA America, MBNA America shall pay to STTI the sum of twenty thousand dollars (\$20,000) (the "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to STTI, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to STTI as set forth in this Agreement. Notwithstanding the foregoing, STTI hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (iv) below should occur:

- (i) the Agreement terminates prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) STTI breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least three (3) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement.

A "Full Marketing Campaign" consists of a direct mail campaign to the full updated Mailing List and a telemarketing campaign using the full updated Mailing List.

**DEPOSIT PROGRAM ADDENDUM
TO THE SIGMA THETA TAU INTERNATIONAL
HONOR SOCIETY OF NURSING, INC. AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 1 day of January, 2007, by and between between Sigma Theta Tau International Honor Society of Nurses ("STTI") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, STTI and Bank are parties to that certain Agreement dated as of March 29, 2001, as the same may have been amended (the "Agreement") wherein Bank provides certain Financial Service Products to persons included in lists provided to Bank by or on behalf of STTI; and,

WHEREAS, STTI and Bank mutually desire to amend the Agreement to include certain of Bank's consumer deposit products, such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts, checking accounts with debit card access and individual retirement accounts (described herein collectively as "Deposits" and "Deposit Accounts" and, individually, as a "Deposit Account"): (i) as a Financial Service Product provided by Bank; and (ii) as another part of STTI's Program under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, STTI and Bank agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. The parties agree that Deposits are now a part of the Program (as the features, terms and conditions of such Deposits, and/or the Program may be adjusted or amended from time to time by Bank, in its sole discretion). Bank may, at its option, offer Deposits to some or all of the Members, including those persons and Mailing Lists provided by STTI under the Agreement.
3. Certain financial service products or services under this Agreement may be offered through Bank's affiliates. For example, deposit products are currently offered by Bank of America, N.A. The parties acknowledge that all of Bank's rights and responsibilities under the Agreement, as amended by this Addendum, relating to the Deposits apply equally to Bank of America, N.A., and its successors and assigns. Bank, and its affiliates, will determine in their discretion the type or types of Deposits, it will offer under the Program, and such may be adjusted or amended from time to time by Bank. Bank and its affiliates, may from time to time in their discretion add new features and terms and adjust or amend current features and terms of the Deposits. Deposits will be subject to Bank's standard Deposit agreements. STTI will not possess any ownership interest in the Deposits or any accounts or access devices established pursuant to the Deposits. Bank may or may not market all Deposits or the Program through all of Bank marketing channels, including the Banking centers.

4. STTI agrees to (i) exclusively endorse Deposits; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program that is similar to any Deposits that are or may be offered in connection with the Program. Subject to the foregoing, all of STTI's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits.
5. During the term of the Deposit Program, STTI will receive the royalties set forth below for Program Deposit Accounts. Deposit Account royalties will not be paid to STTI on any existing non-endorsed deposit account that is converted to the Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (b) below or otherwise.
 - (a) \$10 for each new checking account opened under the Program which has a positive balance of at least \$50.00 ninety (90) days from its opening date. An additional \$5 for every checking account opened under the Program that has a positive balance of at least \$50.00 on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.
 - (b) Customers will be eligible to participate in Bank's Keep The Change™ savings program. Subject to the rules of such savings program, and following the initial three month promotional period under such savings program, Bank or its affiliate will match an additional 10% of the Customer's Keep the Change transfers over the Bank's standard savings match for the period of time that the Customer's participating Deposit Accounts are under the Program.
6. The Deposits compensation set forth in Section 5 of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposits.
7. Notwithstanding anything contained in the Agreement to the contrary, STTI acknowledges and agrees that Bank may market any financial service products or services that Bank offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement. In addition, Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.
8. The term of the Deposits Program shall run co-terminous with the term of the Program. The termination rights set forth in the Agreement may be exercised by the applicable party to terminate the Deposit Program only, or the Agreement, as amended by this Addendum, in its entirety.
9. Upon termination or expiration of the Deposit Program, Bank shall not be required to remove and STTI shall not take any action to cause the removal of STTI's design, image,

visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the debit cards or other Deposit Account access devices, checks, statements or records of any Customer prior to (a) the expiration of said Customer's debit card or other Deposit Account access device containing such Mark; and (b) the exhaustion and clearing of such customer's check supply containing such Mark. Following termination, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to STTI.

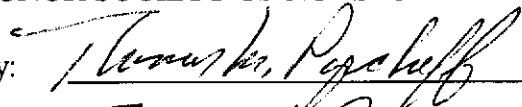
10. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.
11. For a one (1) year period following the termination of the Deposit Program for any reason, STTI agrees that neither STTI nor any STTI Affiliate shall, by itself or in conjunction with others, specifically target any offer of a deposit product or service similar to the Deposits, including without limitation, any checking account or debit card, to Members who were Customers.
12. STTI and Bank each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by STTI or Bank, respectively as the case may be, or its directors, officers or employees.
13. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

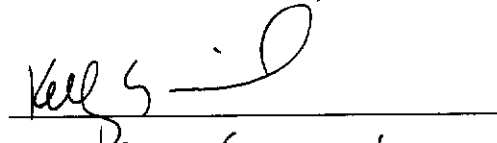
SIGMA THETA TAU INTERNATIONAL
HONOR SOCIETY OF NURSES

FIA CARD SERVICES, N.A.

By:



By:



Name:

THOMAS M. PORCHEFF

Name:

Kelly S. [unclear]

Title: CHIEF ADMINISTRATIVE OFFICER Title: SVP
Date: 7/9/07 Date: 8/14/07

**ADDENDUM TO THE SIGMA THETA TAU
INTERNATIONAL HONOR SOCIETY FOR NURSING
AFFINITY AGREEMENT**

This ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 4/5 day of 2004, by and between Sigma Theta Tau International Honor Society of Nursing, Inc. ("STTI") and FIA Card Services, N.A. f/k/a MBNA America Bank, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, STTI and Bank are parties to an Agreement dated as of March 29, 2001 as the same may have been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of STTI; and

WHEREAS, STTI and Bank mutually desire to amend the Agreement to include Bank's Gold Option product and Gold Reserve product as another aspect of STTI's Program under the Agreement and to otherwise modify the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, STTI and Bank agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used or defined in the Agreement.
2. Section 1(d) of the Agreement is hereby deleted in its entirety and the following definitions are hereby added to Section 1 of the Agreement and shall read as follows:
 - () "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs and travel and entertainment card programs. *ok 1/6/04*
 - () "Gold Option Account" means a GoldOption® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.
 - () "Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.
 - () "GIP Gold Option Account" means a Gold Option Account opened by a Member pursuant to a GIP in which STTI complies with the GIP provisions of this Agreement.
 - () "GIP Gold Reserve Account" means a Gold Reserve Account opened by a Member pursuant to a GIP in which STTI complies with the GIP provisions of this Agreement.

- IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

HA

By: Kelly G. Smith
Name: Kelly G. Smith
Title: SUP
Date: 6/4/02

ATTACHMENT #1

During the term of this Agreement, Bank will pay STTI a Royalty calculated as follows, for those accounts with active charging privileges. All Royalties due hereunder are subject to adjustment by Bank for any overpayment of Royalties by Bank.

A) Gold Option Account:

- 1) \$5.00 (five dollars) for each new Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
- 2) 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Gold Option Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days following the end of the calendar year in which it is earned.
- 3) \$25.00 (twenty-five dollars) for each GIP Gold Option Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Gold Option Account's opening for at least one transaction which is not subsequently rescinded or disputed. Such GIP Gold Option Accounts will not qualify for any other opening-of-an-account Royalty.

B) Gold Reserve Account:

- 1) \$5.00 (five dollars) for each new Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
- 2) 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days following the end of the calendar year in which it is earned.
- 3) \$25.00 (twenty-five dollars) for each GIP Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Gold Reserve Account's opening for at least one transaction which is not subsequently rescinded or disputed. Such GIP Gold Reserve Accounts will not qualify for any other opening-of-an-account Royalty.

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of March, 2007 by and between SIGMA THETA TAU INTERNATIONAL HONOR SOCIETY OF NURSING, INC. ("STTI"), and FIA CARD SERVICES, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, STTI and Bank are parties to an Affinity Agreement dated as of March 29, 2001 as the same may have been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of STTI; and

WHEREAS, STTI and Bank mutually desire to extend the term of the Agreement and to otherwise modify the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, STTI and Bank agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on June 30, 2012. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The following definitions are hereby added to Section 1 of the Agreement:

"Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

"Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through Bank and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (e.g., World Points), as determined by Bank from time to time, in its sole discretion.

"Reward GIP Account" means a consumer Reward Credit Card Account opened pursuant to a GIP in which STTI complies with the GIP provisions of the Agreement.
4. Schedule B of the Agreement is hereby deleted in its entirety and replaced with a new Schedule B as set forth on Attachment #1 hereto.
5. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by

any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**SIGMA THETA TAU INTERNATIONAL
HONOR SOCIETY OF NURSING, INC.**

By: Jammie Stronach on behalf
of Nancy Dickenson-Hazard

Name: JAMMIE MONARCH ON BEHALF
OF NANCY DICKENSON HAZARD

Title: CHIEF OPERATING OFFICER ON BEHALF
OF CHIEF EXECUTIVE OFFICER

FIA CARD SERVICES, N.A.

By: Kelly E. Firment

Name: Kelly E. Firment

Title: Senior Vice President
6/27/07

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay STTI a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for STTI employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

A. CONSUMER CREDIT CARD ACCOUNTS

1. \$3.00 (three dollars) for each new consumer Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$7.00 (seven dollars) for each consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$50.00 (fifty dollars) for each consumer GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety consecutive days of the consumer GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts will not apply to Reward Credit Card Accounts.

1. \$3.00 (three dollars) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account

which, after opening, converts to a Reward Credit Card Account, or for any Reward GIP Account.

2. \$7.00 (seven dollars) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
4. \$50.00 (fifty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Reserve Accounts. This payment will be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.

D. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment will be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.